# OP \$40.00 6922

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
NewerHome Technologies Canada, Inc.	09/28/2012

## **RECEIVING PARTY DATA**

Name:	Haven Networks, Inc.	
Street Address:	823 Hampton Place	
City:	Qualicum Beach, BC	
State/Country:	CANADA	
Postal Code:	V9K 2S7	

# PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6922701

## **CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	Daniel Duggan
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 3

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# **Patent Assignment**

This Agreement is by and between NewerHome Technologies Canada, Inc. ("Assignor") at P.O. Box 515, Parksville B.C. V9P2G6, and Haven Networks, Inc. ("Assignee") at P.O. Box 515, Parksville B.C. V9P2G6.

WHEREAS, Assignor, has invented a certain new and useful invention (the "Invention") and Assignor holds a patent related thereto, both of which are described in Exhibit A (the "Patent"; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Invention and the Patent; NOW, the parties agree as follows:

- Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent and the Invention.
- 2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$\frac{5}{3.543.94}\$, payable by June 27th, 2012.
- 3. Representations and Warranties. Assignor represents and warrants to Assignee:
  - a. Assignor has the right, power and authority to enter into this Agreement;
  - b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Patent;
  - c. The Invention and Patent do not infringe the rights of any person or entity;
  - d. There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
  - e. There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
  - f. This Agreement is valid, binding and enforceable in accordance with its terms; and
  - g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

- 5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 6. Amendment. This Agreement may be amended only by a writing signed by both parties.
- 7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. Government Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Province of British Columbia.

Date: Friday, September 28, 2012

Daniel Duggan

PRINT NAME

Daniel Duggan

**PRINT NAME** 

**ASSIGNOR** 

## **EXHIBIT A**

#### The Invention:

Generating cad independent interactive physical description remodeling, building construction plan database profile

## **ABSTRACT**

A method for generating an interactive profile of a structure, such as a building, employing an interactive profile system that preferably utilizes an Internet web browser to interface with a user. The interactive profile system includes an application engine embodied in a computer program that is preferably based within a server. A plan set, usually in a CAD format, is received into the interactive profile system, typically submitted by the user or client. The building can be any structure, such as a home, office or warehouse, and can also include the property that the structure occupies. The plan set is converted to a profile data set by the profiling engine. In compliance with an enhanced data protocol, which is a specific format for organizing the profile data set in a standardized array. The profiling engine parses, or extracts, the profile data set to develop and link a plurality of potentially interrelated building. The profiling engine performs a systematic enhancement of the plan set, building upon the elemental physical descriptions of the plan set. Each element of the physical description is functionally analyzed for relational attributes and then expanded and tagged. The user directs a profile query to the application engine of the interactive profile system. The profile query is relatable to the enhanced profile and more specifically relatable to at least one of the plurality of interrelated elements of the building. Typical profile requests can include proposed or actual changes to the building, requests for material listings, and project assessments.

#### The Patent:

Inventors: Ananian; John A., Duggan; Daniel J., Mahovlic; Steven R.

Patent #: 6,922,701

Appl. No.: 09/632,383

Filed: August 3, 2000

Date of Patent: July 26, 2005

Country of Patent: United States